



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Holiday Inn-City Line

File: B-240965

Date: September 10, 1990

Don Strickland, General Sales Agency, for the protester.
Catherine M. Evans, Office of the General Counsel, GAO,
participated in the preparation of the decision.

DIGEST

Where protest alleges low bid is nonresponsive because low bidder intends to subcontract for required services, but does not allege any improper relationship between low bidder and proposed subcontractor or that solicitation prohibits subcontracting, protester has failed to set forth a detailed statement of the legal and factual grounds of the protest as required by General Accounting Office Bid Protest Regulations.

DECISION

Holiday Inn-City Line protests the award of any contract to Convention Marketing Services (CMS), the apparent low bidder under invitation for bids (RFP) No. DABT35-90-B-0047, issued by the Department of the Army for lodging and meals for Armed Forces applicants processed through the Military Entrance Processing Station, Philadelphia, Pennsylvania. Holiday Inn contends that CMS' bid should have been rejected as nonresponsive.

We dismiss the protest.

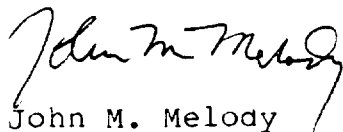
Our Regulations provide that a protest shall include a detailed statement of the legal and factual grounds of protest, 4 C.F.R. § 21.1(c)(4) (1990), and that the grounds stated be legally sufficient. 4 C.F.R. § 21.1(e). This requirement contemplates that protesters will provide, at a minimum, either allegations or evidence sufficient, if uncontradicted, to establish the likelihood of the protester's claim of improper agency action. Professional Medical Prods., Inc., B-231743, July 1, 1988, 88-2 CPD ¶ 2.

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The protester here has not met this standard. Holiday Inn contends that CMS' low bid is nonresponsive because CMS is not itself a provider of lodging and meals in the geographical area specified in the IFB, and because CMS allegedly did not have a binding arrangement with its designated subcontractor. However, a bidder's offer of performance by a subcontractor is not prohibited by law or regulation, and Holiday Inn has not pointed to any restrictions on subcontracting in the IFB or any improper relationship between CMS and its proposed subcontractor that might render such an arrangement improper. Holiday Inn also alleges that the proposed subcontractor may not ultimately perform the contract, but such speculation similarly does not meet the above standard for specificity. In any case, on this latter point, whether a contractor ultimately performs according to the agency's requirements is a matter of contract administration that our Office does not review. 4 C.F.R. § 21.3(m)(1); Bender Shipbuilding and Repair Co., Inc., B-220604, Oct. 17, 1985, 85-2 CPD ¶ 420.

As Holiday Inn has not established the likelihood that an award to CMS would be improper, it has failed to state a valid basis of protest.

The protest is dismissed.



John M. Melody
Assistant General Counsel